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GRANITE ROCK COMPANY

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11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN FRANCISCO DIVISION
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16 GRANITE ROCK COMPANY,

17 Plaintiff,

18 v.

19 INTERNATIONAL BROTHERHOOD OF
20 TEAMSTERS, FREIGHT,
CONSTRUCTION, GENERAL
21 DRIVERS, WAREHOUSEMEN AND
HELPERS, LOCAL 287 (AFL-CIO), and
DOES 1 through 20, inclusive,

22 Defendants.
23

Case No. C 04 02767 JW

**STIPULATION FOR VOLUNTARY
DISMISSAL OF CASE AND
ARBITRATION**

24
25 IT IS HEREBY STIPULATED by Plaintiff Granite Rock Company and Defendant
26 International Brotherhood of Teamsters Local 287 (collectively, the "Parties), by and through their
27 counsel of record, that the above-captioned case, including the Arbitration ordered by the Court, be
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1 dismissed in its entirety with prejudice, as the Parties have reached a mutually acceptable resolution
2 of the litigation between them.

3 The Parties agree and represent that:

4 1. Counsel, whose signatures appear on this stipulation, have the authority of
5 their clients to enter into this stipulation and to dismiss the appeals in these actions.

6 2. Each of the Parties will bear its own costs and attorneys fees.

7 SO STIPULATED

8 Dated: Feb 8, 13

9 Respectfully submitted,

10 By: 

11 Alan S. Levins
12 Littler Mendelson, PC
13 Attorneys for Plaintiff
14 Granite Rock Company

15 Dated: 2/14/13

16 TEAMSTERS UNION LOCAL NO. 287

17 By: 

18 Robert Bonsall
19 Beeson, Tayer & Bodine
20 Attorneys for Defendant
21 International Brotherhood of Teamsters
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ORDER

Pursuant to the attached Stipulation, it is hereby ORDERED that the Arbitration in this case is dismissed in its entirety, as the Parties have reached a mutually acceptable resolution of the litigation between them. Pursuant to the agreement set out in this Stipulation, costs on appeal as between these parties are not awarded to any party and each of the Parties will bear its own attorneys' fees and costs.

Dated: February 26, 2013



JUDGE OF THE UNITED STATES
DISTRICT COURT

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